

The Gardens Terms and Conditions

Please read this Terms of Service agreement (“Agreement”) carefully before using this website (“Website”). If you do not agree with the terms and conditions contained in this Agreement, please do not use the Website.

Description of Company’s Service

Company provides mobile services, such as alerts, polling, contests, coupons and other information data via SMS, MMS, WAP and other means of mobile content delivery to certain compatible mobile devices (collectively, the “Service”). Subscribers can expect around 3 messages a week per program unless indicated otherwise.

Disclaimer of Warranties

This site is provided by The Gardens on an “as is” and “as available” basis. The Gardens makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials or products included on this site. You expressly agree that your use of this site is at your sole risk. To the full extent permissible by applicable law, The Gardens disclaims all warranties, express or implied, including, but not limited to, implied warranties or merchantability and fitness for a particular purpose. The Gardens does not warrant that this site, its servers, or email sent from The Gardens are free of viruses or other harmful components. The Gardens will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you might have additional rights. To opt-in or subscribe to our service, text 99899 and we’ll guide you through the process from your mobile phone. To opt-out from our SMS service, you can text “STOP” to 99899 from your mobile phone and we will unsubscribe you from our SMS text messaging service immediately. To get help, email us at info@crowdstir.com, or call our toll free number at 888-516-1880. You can request our contact information at any time by texting “HELP” to 99899.

Charges/Premiums

99899 is a non-premium service and does not charge for receipt or delivery of text messages. Your wireless carrier may charge for usage of sending and receiving text messages. The Gardens is not liable for any charges you may incur from your wireless carrier. Please consult your mobile service carrier’s pricing plan to determine the charges for sending and receiving text messages. Standard charges apply.

Votes, Contests and Sweepstakes

We may offer you opportunities to vote in connection with certain events and also to enter contests and sweepstakes. By participating in any such event, you signify your agreement to all special terms set forth.

Third-Party Products and Services

Company may offer, make available or provide access to products and/or services of independent third parties either directly or via links to websites operated by such third parties. If you are interested in purchasing any such products and/or services, such products and/or services shall be purchased and/or obtained by you directly from such third parties. You acknowledge and agree that Company is not and shall not be a party to, or in any way responsible for, any transaction concerning products and/or services made available from such third parties or for any content or information presented in connection with any products and/or services of third parties. You have the right to opt-out of such third-party product and/or service announcements. The Gardens mobile programs are running on the following carriers, which include but are not limited to: AT&T, T-Mobile, Sprint, Verizon Wireless, Alltel, Virgin Mobile, Boost, Nextel, Cellular South, nTelos, U.S. Cellular, Dobson, Rural Cellular, East Kentucky, Network, Cellcom, Immix Wireless, Cincinnati Bell.

Errors, Corrections and Changes

We do not represent or warrant that the Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Site at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.